

ACXSS End User Agreement

(Under Master Agreement Between ACXSS, LLC and TPC, The Physician Collaborative)

This End User Agreement ("Agreement") is entered into as of _____, ____ ("Effective Date") by and between the undersigned healthcare provider ("End User") and TPC ("TPC"), with reference to the ACXSS business spend management software platform ("ACXSS Application"), made available pursuant to a master software as a service (SaaS) agreement between ACXSS, LLC ("ACXSS") and TPC (the "Master Agreement").

1. Use of the ACXSS Application

1.1 Access Grant. End User is hereby granted a non-exclusive, non-transferable right to access and use the ACXSS Application solely for internal business purposes, including ordering supplies, managing procurement, and viewing purchasing data, all in accordance with the Master Agreement.

1.2 Restrictions. End User agrees not to: (a) sublicense, sell, lease, or distribute the ACXSS Application to any third party; (b) reverse engineer or attempt to derive the source code; (c) use the Application for purposes of competitive benchmarking; or (d) interfere with or disrupt the integrity or performance of the Application.

2. Data Access and Privacy End User acknowledges and agrees that all purchasing, ordering, and related data entered into or generated through the ACXSS Application may be accessed by both TPC and ACXSS for purposes of account management, reporting, and analytics as permitted under the Master Agreement. End User shall have access to its own transaction data via available reporting features within the Application.

3. Confidentiality End User agrees to maintain the confidentiality of any proprietary information contained within the ACXSS Application, including pricing data, vendor information, and other non-public business information. End User shall not disclose such information to any third party without TPC's prior written consent.

4. Term and Termination This Agreement will begin on the Effective Date and will continue for a minimum of fifteen (15) months, (the "Initial Term"). Provided neither Party notifies the other in writing of its intent to not renew this Agreement no later than ninety (90) days prior to the end of the Initial Term or the then-current term, this Agreement will be automatically renewed on the same terms for successive additional one-year terms (each a "Renewal Term," and together with the Initial Term, the "Term."). Access may be terminated by TPC or ACXSS upon breach of this Agreement or termination of the End User's relationship with TPC.

5. No Warranty; Limitation of Liability The ACXSS Application is provided "as is" without warranties of any kind, express or implied. Neither TPC nor ACXSS shall be liable for any indirect, incidental, or consequential damages arising out of or related to the use of the ACXSS Application. In all cases, liability is limited to the extent permitted by law.

6. Limitation of Liability on Marketplace Pricing. ACXSS receives pricing from Customer's vendors via electronic API nightly or email via spread sheet or CSV file periodically to be uploaded to Customer's Marketplace manually. Errors may occur from the vendors electronic updates from time to time or by not providing the manual price updates in a timely matter. ACXSS takes no responsibility for any errors in pricing input or provided by Vendor. For example, if the price for a pharmaceutical is usually \$1,000.00 and the Customer's Marketplace displays the price as \$1.00, then it is likely the price is not actually \$1.00 and Customer should inquire with ACXSS and the applicable Vendor to confirm the price before placing the order.

7. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (HOWEVER ARISING, INCLUDING NEGLIGENCE), EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED

TO THIS AGREEMENT EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR A BREACH OF CONFIDENTIALITY, OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID TO COMPANY BY CUSTOMER FOR ANY TRAILING 3 MONTH PERIOD.

8. General Provisions

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

8.2 Entire Agreement. This Agreement, along with the Master Agreement (which governs the relationship between TPC and ACXSS), constitutes the full agreement regarding End User's access to and use of the ACXSS Application.

8.3 No Third-Party Rights. This Agreement creates no rights in or for any party other than the End User and TPC.

By signing below, the End User acknowledges and agrees to the terms and conditions of this End User Agreement.

End User (Healthcare Provider)

Name: _____

Practice/Organization: _____

Title: _____

Signature: _____

Date: _____

Accepted by:

TPC Administrative Services

Name: _____

Title: _____

Signature: _____

Date: _____